

Marquette University
Statement of Work for Purchase Order for Services
General Consulting Services

("Marquette" or "Purchaser") Name: Marquette University Address: P.O. Box 1881 Milwaukee, WI 53201-1881	Services Provider ("Provider" or "Consultant")* Name: [_____] Address: [_____] Social Security or Federal ID Number: [_____]
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General Description of Consulting Services, including start date and end date*
 [_____]

Marquette Authorized Representative*	Provider Authorized Representative*
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University Purchase Order Number*	Fixed Fee or Not-To-Exceed Amount to be Paid*
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Terms and Conditions

1. **Project Description.** A completed Attachment to this Statement of Work is required and shall set forth at a minimum a description of each specific requirement of Marquette for the Consulting Services to be provided; the individual(s) authorized to provide the Consulting Services; the required deliverables; the fixed fee or hourly rate with a not-to-exceed amount; the reimbursable expenses with a not-to-exceed amount; and any special requirement that may apply to the Consulting Services.
2. **Fees and Payments.** Consultant shall invoice Marquette only for Consulting Services completed and delivered to Marquette. Unless otherwise set forth in the Attachment, Marquette shall in its sole discretion determine the amounts properly payable until all of the Consulting Services have been satisfactorily completed. No advance payments are authorized.
3. **Independent Contractor.** Consultant acknowledges that Consultant is an independent contractor and shall be solely and personally responsible for all federal, state and local taxes, contributions, and premiums with regard to all payments made to Consultant by Marquette.
4. **Ownership of Work Product.** Consultant sells, assigns, grants and transfers to Marquette all right, title, and interest in any reports, documents, or other copyrighted materials prepared by Consultant for Marquette pursuant to this Statement of Work and Purchase Order, including all copyrights, renewals, and extensions. Consultant represents and warrants to Marquette that no third party shall have any rights in any reports, documents, or other copyrighted materials prepared by Consultant for Marquette pursuant to this Statement of Work and Purchase Order and that Consultant has the authority to deliver title to any reports, documents, or other copyrighted materials prepared by Consultant for Marquette. This requirement shall not apply to any intellectual property of Consultant existing prior to the date of this Agreement.
5. **Nondisclosure of Confidential Information.** Consultant will not, either directly or indirectly, as an employee, agent, partner, shareholder or in any other capacity, use or disclose any confidential or proprietary information, including without limitation employee and student data, financial data, plans, and mailing lists (the "Confidential Information") of Marquette for any purpose other than performance of the Consulting Services. Unless informed in writing to the contrary by Marquette, Consultant shall presume all information provided to Consultant by University is Confidential Information. Unless Consultant has obtained the prior written consent of Marquette to the contrary, Consultant will not disclose the Confidential Information to any third parties. This section will not apply to any information that Consultant can demonstrate by written evidence (a) was known to Consultant prior to the disclosure to Consultant by Marquette or (b) has become public knowledge without a breach of this Purchase Order and Statement of Work or other confidentiality obligation.

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6. Delivery of Documents. Marquette may discontinue furnishing or making available access to Confidential Information at any time in the sole discretion of Marquette. Upon demand by Marquette, Consultant shall promptly deliver to University all Confidential Information and all correspondence, designs, sketches, drawings, manuals, letters, notes, computer diskettes, computer or voice tapes, notebooks, reports, or any other documents or media embodying or concerning the Confidential Information that came into Consultant's possession, by any means whatsoever, during the term of and performance of the Services.
7. Personal Services. The Consulting Services are deemed personal services by the individual(s) authorized in the Attachment to provide the Consulting Services, and Consulting Services may not be performed by others without the advance written permission of Marquette.
8. Expenses. All expenses incurred by a party shall be the sole responsibility of the party that incurred the expense, except as such expenses are listed as reimbursable to Consultant on the Attachment to this Statement of Work.
9. Authority. Each party hereby certifies that it has all necessary authority to execute and deliver this Agreement and to perform its obligations hereunder. Upon execution, this Agreement will be a valid and binding obligation of each party and enforceable in accordance with its terms.

By the Authorized Representative of Marquette:*		By Services Provider:*	
<hr style="border: 0; border-top: 1px solid black; margin-bottom: 5px;"/> Name _____ Date _____ Title _____	<hr style="border: 0; border-top: 1px solid black; margin-bottom: 5px;"/> Name _____ Date _____ Title _____		

THIS STATEMENT OF WORK IS SUBJECT TO THE REQUIREMENTS OF THE TERMS AND CONDITIONS FOR PURCHASE ORDERS FOR SERVICES. THIS STATEMENT OF WORK IS NOT VALID UNLESS AND UNTIL (1) THE UNIVERSITY HAS ISSUED A PURCHASE ORDER FOR THE AMOUNTS SET FORTH IN THIS STATEMENT OF WORK AND (2) ALL INFORMATION MARKED WITH AN ASTERISK (*) HAS BEEN COMPLETED. NO PAYMENTS MAY BE MADE UNLESS THE REQUEST FOR PAYMENT INCLUDES A VALID UNIVERSITY PURCHASE ORDER NUMBER.

Instructions for University Personnel: Obtain a valid University purchase order in an amount equal to the total amount for which Marquette may be liable to the Provider. Complete the Statement of Work and the Attachment. If the Provider has additional terms or conditions to be made part of the Statement of Work and Purchase Order, and such terms and conditions may in any way conflict with the Terms and Conditions for Purchase Orders for Services or this Statement of Work, such terms and conditions must be submitted for review by Marquette's Office of General Counsel, using the Contract Processing and Approval Form available at <http://www.marquette.edu/ogc/forms/index.shtml>. See the "Conflicts" provision of the Terms and Conditions for Purchase Orders for Services for more information. The University college, office, or department initiating the Purchase Order is required to maintain copies of the Statement of Work and any related documentation. Questions may be addressed to the Department of Purchasing or the Office of General Counsel.

ATTACHMENT TO STATEMENT OF WORK FOR PURCHASE ORDER FOR SERVICES
GENERAL CONSULTING SERVICES

Description of Consulting Services:*

Individual(s) Authorized to Provide Consulting Services**

Required Deliverables:*

Fixed Fee \$ _____ or Hourly Rate \$ _____ (not to exceed \$ _____)*

Amount and Type of Reimbursable Expenses: \$ _____ (not to exceed \$ _____)

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